

**COMMONWEALTH OF VIRGINIA  
VIRGINIA INFORMATION TECHNOLOGIES AGENCY  
SUPPLY CHAIN MANAGEMENT  
110 SOUTH 7<sup>TH</sup> STREET  
RICHMOND, VIRGINIA 23219**

**REQUEST FOR PROPOSALS No. 2004-181LB**

**STATEWIDE ALERT NETWORK  
AND  
HEALTH ALERT NETWORK**

Issue Date: March 12, 2004

Proposal Due Date/Time: April 12, 2004, 4:00 P.M.

Pre-Proposal Teleconference

March 30, 2004 10:00 AM (See Attachment A)

Procurement Engineers:

- (1) LaVerne Branch, [laverne.branch@vita.virginia.gov](mailto:laverne.branch@vita.virginia.gov)  
(804) 371-5992 Fax: (804) 3715969
- (2) Joe Parr, [joe.parr@vita.virginia.gov](mailto:joe.parr@vita.virginia.gov)  
(804) 371-5991 Fax: (804) 3715969

**Users:** All public bodies as defined by the *Code of Virginia*, § 2.2-4301

**NOTE:** This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §2.2-4343.1 or against an offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

**AWARD POSTING:** Upon the award or the announcement of the decision to award a Contract as a result of this solicitation, the Commonwealth of Virginia, through Virginia Information Technologies Agency, Supply Chain Management (SCM) Division, will publicly post such notice on its website at <http://asd.state.va.us/> and [www.eva.state.va.us](http://www.eva.state.va.us) for a minimum of 10 days.

**CLARIFICATION OF TERMS:** If any prospective Offeror has questions about the specifications, or solicitation clauses, the prospective Offeror should contact the Procurement Engineer whose name appears on the face of this solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the Procurement Engineer.

The undersigned offers and agrees to furnish any and all equipment and/or services in accordance with the attached signed Proposal or as mutually agreed upon by subsequent negotiation.

COMPANY NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ BY: \_\_\_\_\_

Signature in ink

NAME: \_\_\_\_\_

(Print)

TITLE: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_ PHONE NO: \_\_\_\_\_

FEIN OR SOCIAL SOC. NO: \_\_\_\_\_ FAX NO: \_\_\_\_\_

COMPANY WEBSITE: \_\_\_\_\_ E-MAIL ADDRESS \_\_\_\_\_

eVA Business-to-Government Registered Vendor partner with Commonwealth of VA? YES ☐ NO ☐

This information below is requested for informational purposes only:

Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Proprietorship \_\_\_\_\_ Individual \_\_\_\_\_

Woman Owned \_\_\_\_\_ Small Business owned \_\_\_\_\_ Minority Owned \_\_\_\_\_ Small Disadvantaged \_\_\_\_\_

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## INSTRUCTIONS TO OFFERORS

1. In order to be considered for selection, Offerors must submit a complete response to this RFP One (1) original, five hard (5) photocopies, and one CD-ROM copy of each Proposal should be submitted in order to be considered.  
No other distribution of the solicitation shall be made by the Offeror. **All sealed proposals submitted for consideration shall be clearly marked on the outside cover of each envelope, box or packages:**

Name of Offeror  
Street or P.O. Box Number  
City, State, Zip Code

Virginia Information Technologies Agency (VITA)  
Supply Chain Management, Attn. LaVerne Branch  
110 South 7<sup>th</sup> Street, Suite L100  
Richmond, VA 23219

**RFP Number 2004-181LB**

Due Date: 04/12/04

Time: 4:00 p.m

2. Proposals shall be signed by an authorized representative of the company. Failure to submit all information requested may result in rejection by the Virginia Information Technologies Agency, as non-responsive.
3. Proposals should be prepared simply and economically. Emphasis should be placed on completeness and clarity of content.
4. Ownership of all data, materials, and documentation originated and prepared for the Commonwealth pursuant to the RFP shall belong exclusively to the Commonwealth and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire Proposal document, line item prices, and/or total Proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the Proposal.
5. It is the Offerors' responsibility to inquire about and clarify any requirement of this RFP that is not clearly understood by the Offeror. All questions must be in writing and submitted by 4:00 p.m. no later than five (5) days prior to Proposal due date. No questions or inquiries will be accepted after this time. The Commonwealth will not be

bound by verbal responses to questions. All inquiries concerning this RFP should be submitted by fax, email or U.S. Mail (Indicate on envelope "Questions on RFP # 204-10 to:

LaVerne Branch	or	Joe Parr
Email: <a href="mailto:laverne.branch@vita.virginia.gov">laverne.branch@vita.virginia.gov</a>		<a href="mailto:joe.par@vita.virginia.gov">joe.par@vita.virginia.gov</a>
Fax: (804) 371-5992		(804) 371-5992

***To avoid the appearance of any impropriety, Offerors must not discuss this solicitation or their Proposal with any Commonwealth employee or public servant other than the above named individual.***

6. No request for clarifications or modifications will be accepted after the closing date and time. Offerors may use any means of delivery, but it is the responsibility of the Offeror to allow adequate time for delivery to the appropriate office as indicated herein. Proposals and modifications received after closing date and hour will be returned unopened.
7. Any contract awarded as a result of this RFP will be considered an optional use contract to assist users in meeting their individual requirements for the equipment and/or services listed herein; however, the Commonwealth is not required to purchase equipment and/or services from any industry partner which may win a contract under this RFP.
8. The Supply Chain Management Division of VITA maintains a web site with a URL of <http://asd.state.va.us>. This web site provides information about SCM and acquisitions conducted by SCM for Information Technology related items. Offerors are to check this site regularly. The web site should be checked prior to submission of a proposal to identify any amendments that may have been made subsequent to issuance.
9. Offeror attention is directed to the RFP cover page concerning company information including their Federal Identification Number. Failure to supply the FEIN number may result in our inability to verify your registration and may be cause for rejection of your Proposal.
10. Offerors are required to register with eVA ([www.eva.state.va.us](http://www.eva.state.va.us)). Proposal awards will not be considered if the Offeror is not registered prior to the award date.
11. Results of this RFP will not be given out by telephone. The Notice of Award will be made available on the eVA web site (<http://www.eva.state.va.us>) and the ASD web site (<http://asd.state.va.us>) as soon as selection is made.
12. Offerors are advised to read and understand General, and Special Terms and Conditions, stated in the RFP. A request for clarification must be received a minimum of five work days prior to Proposal due date. **Mandatory terms and conditions are non-negotiable.**

## **I. PURPOSE**

- A. The purpose of this Request for Proposals (RFP) is to solicit sealed proposals to establish a two (2) year contract, with one qualified source, with four (4) successive one (1) year renewal options, to provide a web-based, electronic Statewide Alert Notification System (SWAN) as specified herein, or an approved equal solution to meet the stated requirements. The system is to be based on open Internet standards, and is to be used throughout the state of Virginia for crisis preparedness, collaboration, alerting and responding to any form of terrorism, or public emergency, via a secure web-based portal.

## **II. BACKGROUND**

The Virginia Information Technologies Agency (VITA) has the responsibility for all Technology Administration functions in the Commonwealth of Virginia, to include, but not limited to, the basic configuration of systems, primary product site, and primary product management. The right will be given to agencies to determine how the system will be administered for their agency. However, all state agencies and departments are to have the same concept of operations.

Virginia Department of Health (VDH) is scheduled to be the first agency to implement a portion of the SWAN system. VDH, a partner in the national Health Alert Network, is located at 109 Governor Street, Richmond, VA 23219 with 35 districts located throughout the state with approximately 119 local health department sites. The current VDH statewide system used to distribute the public health notifications and training is called the Health Alert Network. The VDH server currently hosts an analog telephonic emergency notification system.

The intent of the selected notification system is to provide common connection between several alert networks to empower local communities, local health departments, the state police, state emergency service, and state medical services, through training and enhanced communication, to become better prepared to respond to emergencies, such as, severe weather, natural and manmade disasters, and threats from terrorists. The emergency contact list will include, but not be limited to: local, state, and federal officials; hospitals; community health care providers; first responders; law enforcement; fire and rescue; hazmat, and infection control specialists, and citizens.

### **2.1 Commonwealth of Virginia Government Agencies**

The potential users of the system and services covered in this solicitation include over 240 state agencies, institutions, local governments and school divisions.

The Commonwealth of Virginia covers a geographical territory of approximately 40,767 square miles. During the 2001 fiscal year, the Commonwealth employed approximately 95,000 classified employees.

The State's agencies and institutions are organized among three branches of government – the Executive, Legislative and Judicial Branches. In addition, the state government includes independent agencies, such as the state's Lottery Department and public benefit corporations such as the Virginia Housing Development Authority.

The Executive Branch consists of more than 100 agencies that are grouped into nine areas of responsibilities. A cabinet-level secretary, who is appointed by and reports directly to the Governor, is the senior manager of each area. The secretarial areas of the Executive Branch are as follows:

- Administration
- Commerce and Trade
- Education
- Finance
- Health and Human Services
- Natural Resources
- Public Safety
- Technology
- Transportation

The agencies and institutions that are organized under the Executive Branch are composed of the majority of the state's employees. Over 50% of the state's employees are concentrated in five of the state's largest metropolitan regions – Richmond, Charlottesville, Norfolk, Fairfax and Roanoke. In addition, there are a number of institutions of higher education located outside of the five metropolitan areas that employ significant numbers of state personnel. The estimated distribution of state employees among the state's larger geographical locations is as follows:

<u>City/County</u>	<u>Number of Employees</u>
Richmond City	15,999
Henrico County	1,266
Chesterfield County	2,829
Hanover County	<u>509</u>
	20,603
Charlottesville	
(Includes University of Virginia)	11,717
Albemarle County	<u>314</u>
	12,031
Norfolk	
(Includes Old Dominion University)	3,759
Virginia Beach	936
Portsmouth	505
Hampton	746

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Statewide Alert Network

Suffolk	830
Chesapeake	1,626
Newport News	<u>1,231</u>
	9,633
Arlington County	160
Falls Church	92
Fairfax City	1,026
Alexandria	544
Fairfax County	
(Includes George Mason University)	<u>4,695</u>
	6,517
Montgomery County	
(Includes Virginia Polytechnic	
Institute & State University)	5,881
Staunton	1,507
Augusta County	<u>1,651</u>
	3,158
Williamsburg	
(Includes College of William & Mary)	1,572
York County	61
James City County	<u>1,310</u>
	2,943
Roanoke City	882
Salem	537
Roanoke County	<u>551</u>
	1,970
Harrisonburg	
(Includes James Madison University)	2,242
Rockingham County	<u>259</u>
	2,501
Radford	
(Includes Radford University)	1,151
Pulaski County	<u>324</u>
	1,475

Ten agencies or institutions employ more than 70% of the state's employees. These agencies include the following:

<u>Agency/Institution</u>	<u>Number of Employees</u>
Department of Corrections	13,431
University of Virginia	11,300
Department of Transportation	10,359
Department of Mental Health/ Mental Retardation and Substance Abuse Services	9,056
Virginia Polytechnic Institute & State University	6,536
Virginia Community College System	4,789
Virginia Commonwealth University	4,531
Department of Health	3,451
George Mason University	2,568
Department of State Police	2,432

The Legislative Branch is composed of 20 agencies including the State Senate, the House of Delegates, the Division of Legislative Services and the Virginia State Crime Commission.

Ten agencies, including the Virginia Supreme Court, the Court of Appeals, the District and Circuit Courts and the Virginia State Bar, make up the Judicial Branch.

The state's independent agencies include the State Corporation Commission, Department of Worker's Compensation, Virginia Retirement System, MCV Hospitals Authority and the State Lottery Department.

Public benefit corporations are empowered by the Code of Virginia to provide services to citizens of Virginia. These organizations are corporations, and not state agencies. The corporations receive no tax monies and the Commonwealth is not liable for the corporations' debts. The state's public benefit corporations include the Virginia Housing Development Authority, the Virginia Resource Authority, and the Center for Innovative Technology.

Visit the official web site of the Commonwealth of Virginia, [www.myvirginia.org](http://www.myvirginia.org), for additional information.

## **2.2 Local Government and School Divisions**

In July 1994, the Virginia State Legislature enacted a bill authorizing local governments, school divisions and other local entities to purchase long distance voice services and other telecommunications services from state contracts. VITA currently provides telecommunications services to 96 counties, 39 cities, 42 school divisions, and 23 towns.



## 2.3 Virginia Information Technologies Agency

In general, for services covered under this RFP, the offeror shall assume that all interaction, both administrative and technical, conducted with the Commonwealth, will be conducted through the Virginia Information Technologies Agency.

Virginia Information Technologies Agency offers a wide variety of technology services to its customers. These services range from computing on VITA's mainframe computers to maintaining the Commonwealth's statewide telecommunications networks.

Additionally, VITA consolidates centralized planning, budgeting, acquisition, development, operations and management of data processing and telecommunications services in Virginia. VITA offers computer, telecommunications and system development services to its Commonwealth of Virginia customers on a full cost recovery basis.

The primary services provided by VITA are described below :

Telecommunications services offered by VITA include a virtual private network (VPN) for long distance service, Central Exchange Service (Centrex) local exchange telephone services, data communications network services, voice and video teleconferencing, satellite communications, telecommunications systems planning and evaluation, and the servicing of telecommunications orders for the Commonwealth.

Virginia Information Technologies Agency provides computer services to its customers using IBM/MVS, Unisys/EXEC, NT and UNIX operating environments. Computer hot sites for the IBM and Unisys systems and some open systems are provided under a contract with SunGard. These two hot sites are located near Philadelphia, Pennsylvania.

- a. IBM Technology HDS Skyline 425 & Amdahl Millennium GS 795
  - MVS/ESA supporting VTAM, CICS, COM-LETE, IMS, ADABAS, DB2, ROSCOE, WEBSPIRE, and TSO.
- b. Unisys Technology – Unisys CS7802
  - OS-2200 (EXEC 8) with CMS, TIP, DMS1100 and MAPPER.
- c. Sun/HP/NT/UNIX Technology
  - Sun E10000 with Solaris, running Oracle and Mapper applications for the Department of Social Services
  - Several Sun workstations for the COV Internet Servers, DNS and mailboxes, and Network monitoring; Sun E250 web servers & Sun 3500
  - Windows 2000/NT Technology – 8 web servers, SQL, Front Page
  - HP Class N Servers with HP-UX running Oracle

### III. SCOPE OF WORK

- A. The Virginia Information Technologies Agency shall be the intermediary between the contractor and the Commonwealth Users. The initial implementation may only be for the Virginia Department of Health (VDH) and Virginia Department of Emergency Management (VDEM). However, the Commonwealth reserves the right, at any time, and from time to time, under the terms and conditions of the awarded contract, to order additional implementations, for additional agencies, localities, institutions and public bodies as defined in the Code of Virginia, Section 2.2-4301, during the term of the contract. The Commonwealth will grant the right to the user entity to determine the level of implementation, services, and training they require.
- B. The awarded solution must be of an industry-leading design with superior functionality, and ease of usability for multiple, non-technical user, and proved to work in real situations. The interoperable system must be able to interface with other similar alert and notification systems throughout the region, including Arlington County, Washington DC and Montgomery County. Moreover, it should interface with the Metro Washington Council of Governments' Regional Incident Communication Coordination System (RICCS), so that groups and individuals on each system can be easily notified and responses tracked.
- C. The awarded contractor shall furnish their necessary hardware, software, and services to implement and provide training for their alert and notification system to control the flow of, and response to, sensitive information through the proper channels to staff, citizens, localities and media. The Commonwealth reserves the right to decide, at the time of award, if related hardware will be purchased from existing contracts, if the primary product site will be installed and run on the Commonwealth's internal network in Richmond, Virginia and managed by Virginia Information Technologies Agency (VITA) by a third-party, or installed and managed at the contractor's site. Either selection must ensure that the Commonwealth has control over sensitive data, as well as content of alert and replies.
- D. *The following **mandatory** features and requirements which include the words "must" or "shall" must be addressed in each proposal. Offerors are to describe in detail, how each mandatory feature and requirement will be implemented:*
  - 1. To ensure cost efficiency of ownership and connectivity throughout the State of Virginia, and to minimize the risk of potential failure due to the network's configuration, the system must not be based on proprietary technology and must be capable of being installed and run on the Commonwealth's internal network. The system must be an off-the-shelf product that uniquely integrates all of the underlying functionality to minimize developments and customization considerations.

2. The system must provide a method whereby the entire user community, or any subset, can receive, read and respond to an emergency alert at their desk, on their personal and/or work cell phones, personal and work email accounts, and their personal and/or Work-pager/Blackberry devices. The emergency alerts would be sent by management and other authorized users via a simple web interface, or remotely from any email account, cell phone, pager or other wireless device. Pre-formatted and ad hoc text for specific device types must be possible.
3. The system should take a single message, translate, optimize and propagate it to all voice communications, as well as text messages to registered devices and email accounts for each intended recipient. All responses must be easily tracked and monitored in conjunction with the appropriate alerts and groups of recipients.
4. Employees shall be able to register onto the system over the Commonwealth's network, select, add and manage their devices and email accounts self-chosen to receive emergency notifications; including demographic data such as building, department and floor where they work. Citizens and employees must be able to register and maintain their accounts via the Internet.
5. The system must offer pre-formatted text and pre-selected groupings to provide short-cut or quick alerting; ad hoc grouping and alerting based on demographic information; multi-thread sending for multiple carriers and email domains; audited and approved in compliance with the Federal government software security policies; remote group generation and integration with other systems; and remote alert generation and tracking.
6. The system must allow the Commonwealth to maintain control over sensitive data, such as email addresses, cell phone and pager numbers of government leaders, and first responders, as well as content of alerts and replies.
7. The system must be accessible to Commonwealth of Virginia employees and citizens. The system must be able to mitigate security risks that are associated with being accessible by the general public via the Internet. The system must be accessible by emergency management personnel and authorized senders, and backed-up with fully redundant, mirrored servers.
8. The system must allow for a quick search of the database for information or specific staff; group these individuals, and send specific alerts, which can be tracked in real-time.
9. The system must have multiple-thread messaging capability to send alerts in seconds to thousands of users, with hundreds of email domains and carrier networks. Additionally, the server must be able to simultaneously load balance incoming replies from a variety of sources, including: valid responses, out of office replies, and invalid address replies from other mail servers.

10. The system must permit the sender to generate alerts of any length. The system must automatically parse the alert into multiple messages depending upon the cell phone carrier and/or paging company, and send these messages to the related devices. (For

example, a message 400 characters in length would need to generate four text messages for Sprint, three for AT&T and one for a pager.)

11. The system must allow authorized senders to send alerts from the field. In such cases, generating alerts remotely, via email or a mobile device, may be required. Replies need to be sent to these devices for tracking as well.

#### E. APPLICATION REQUIREMENTS

- The application/system must provide access to a sufficient number of telephone circuits to allow up to approximately 400,000 calls in approximately four (4) hours, or in accordance with the ability of the local service provider to accommodate this call volume.
- Activation software must be compatible with the Commonwealth-installed software and can not require a dedicated computer terminal or system.
- Activation mapping software must be Environmental Systems Research Institute (ESRI) compatible.
- Activation software must be accessible to multiple authorized personnel from any geographic region of the state or country via a desktop computer, laptop computer, mobile data terminals, or any other wireless input devices (e.g., satellite phone, etc).
- End-user devices must include, but not limited to:
  - Voice (live) contact;
  - Answering machine or voice mail;
  - Fax machine/fax server;
  - TTY;
  - Wireless digital devices;
  - Handheld devices;
  - Alpha-numeric pagers;
  - E-mail;
  - Other wireless mobile data terminal devices

#### F. SECURITY REQUIREMENTS

The awarded system and its network requirements must be able to conform to the following Commonwealth of Virginia Security Policies, Standards, and Procedures, and Federal HHS HIPAA Security Requirements:

COMMONWEALTH OF VIRGINIA - INFORMATION TECHNOLOGY SECURITY  
STANDARD COV ITRM Standard SEC2001-01.1) VITA SEC IT Security Policy VITA

SEC Firewall and VPN Policy VITA SEC Security and Architectural Review Policy 45  
CFR Department of Health and Human Services - Parts 160, 162, and 164 Health  
Insurance Reform: Security Standards: Final Rule

**G. INSTALLATION, SUPPORT, AND MAINTENANCE REQUIREMENTS**

- a. The system must be immediately deployable, of turn-key condition, and able to be installed and tested within weeks. 24/7 support must be available.
- b. Users must be able to perform self maintenance to keep their profile up to date.
- c. Maintenance support should include new versions, upgrades and patches that are issued during the term of the contract.
- d. The awarded contractor must have proven successful implementation of deploying, maintaining and supporting their system in like USA governments.

**H. TRAINING REQUIREMENTS**

Training materials should include both general overview on concepts, and detailed hands on exercises.

The system must provide:

1. Training portal permitting:
  - a. online multimedia training for individuals involved in health emergencies and other related activities;
  - b. the display of a calendar of events and available training;
2. Capability to allow training and education staff to post registration requirements and new training materials on the site by using their web browser and a series of web forms;
3. Tools to serve as a platform for distance learning and training.

**I. DOCUMENTING AND REPORTING REQUIREMENTS**

1. The system shall allow Real Time, on screen monitoring of all details of an ongoing call out.
2. The system should provide a selection of multiple standard reports during a call out or at the end of a call out that is automatically faxed, emailed or printed at regular intervals such as, but not limited to:
  - a. overview of current callout by groups and individuals
  - b. details of current call out by group and individual
  - c. summary of individuals who have not responded

**IV. INVOICE AND PAYMENT**

1. To Prime Contractor:
  - a. Invoices for service and/or equipment ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the

purchase order/Contract. All invoices shall show the state Contract number and/or purchase order number; project number, or the federal employer identification number (for proprietorships, partnerships, and corporations).

- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this Contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the Contract price, regardless of which public agency is being billed, unless otherwise specified, in writing by the Commonwealth.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

## **V. GENERAL TERMS AND CONDITIONS**

The terms and provisions of the awarded contract shall apply to the VDH locations and each additional location receiving equipment and service during the term of the contract.

### **A. MANUALS**

This solicitation is subject to the provisions of the Virginia Information Technologies Agency's Guide To Technology Procurement and the Commonwealth of Virginia Vendors Manual and any revisions thereto, which are hereby incorporated into this Contract in their entirety. A copy of the VITA Guide is available at Internet site [www.asd.virginia.gov](http://www.asd.virginia.gov), and the vendor's manual is available by accessing the Department of General Services (DGS), Division of Purchases and Supply (DPS) Internet site [www.dgs.state.va.us/dps](http://www.dgs.state.va.us/dps).

### **B. APPLICABLE LAWS AND COURTS**

This solicitation and any resulting Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

### **C. ANTI-DISCRIMINATION**

By submitting their Proposal, Offerors certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods,

services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that Contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every Contract over \$10,000 the provisions in a. and b. below apply:

- a. During the performance of this contract, the Contractor agrees as follows:
  - 1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - 2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
  - 3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for meeting these requirements.
- a. The Contractor will include the provisions of one (1) above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**D. ETHICS IN PUBLIC CONTRACTING**

By submitting their proposal, Offerors certifies that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their Proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

**E. IMMIGRATION REFORM AND CONTROL ACT OF 1986**

By submitting their proposal, Offerors certifies that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

**F. DEBARMENT STATUS**

By submitting their proposal, Offerors certifies that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on Contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

**G. ANTITRUST**

By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said Contract.

**H. CHARGES**

**Unreasonable Charges.** Under certain procurements, for example, but not limited to emergency procurements, order-from-template, discount rise, time and material purchases, training and services, the total job cost cannot be accurately determined when order is placed. Final job costs may be accurately determined only at the time work is completed. In such cases, Contractors should be put on notice that final payment in full is contingent on user approval, and determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable and unwarranted will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges that are not in dispute (Code of Virginia, § 2.2-4363).

**1. To Subcontractors:**

- a. A Contractor awarded a contract under this solicitation is hereby obligated:
  1. To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the Contract; or
  2. To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7)



days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

**I. PRECEDENCE OF TERMS**

The General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

**J. QUALIFICATIONS OF OFFERORS**

VITA may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to provide the equipment and furnish the services for the Commonwealth. The Offeror shall furnish to the Commonwealth all such information and data to confirm that Offeror is licensed to provide preparedness and response tools for emergencies as may be requested. The Commonwealth reserves the right to request the Offeror to perform a proof of concept prior to signing a contract award to verify the Offeror's capabilities. The Commonwealth further reserves the right to reject any Proposal if the evidence, or investigations results of such Offeror, fails to satisfy the Commonwealth that such Offeror is properly qualified to carry out the obligations of the Contract and to provide the services and/or furnish the notification system contemplated therein.

**K. TESTING AND INSPECTION**

The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure services conform to the specifications in accordance with the statement of work (SOW) that results in an order placed against this Contract.

**L. CHANGES TO THE CONTRACT**

Changes can be made to the Contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the Contract. An increase or decrease in the price of the Contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Contract.
2. The Commonwealth may order changes within the general scope of the Contract at any time by written notice to the Contractor. Changes within the scope of the Contract include, but are not limited to, things such as type and quantity of equipment, services to be performed, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
- b. By agreeing upon a unit price or using a unit price set forth in the Contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or
- c. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor, as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the Contract generally.

**M. DEFAULT**

In case of failure to deliver equipment or services in accordance with the Contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Commonwealth may have. Contractor shall not be liable for any excess cost if the failure to perform arises out of any act of war, order of legal authority, strikes, act of God, or other unavoidable causes not attributed to their fault or negligence.

**N. INSURANCE**

By signing and submitting a Proposal under this solicitation, the Offeror certifies that if awarded a Contract, it will have the following insurance coverage at the time the Contract is awarded. For construction Contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The Offeror further certifies

that the Contractor and any subcontractors will maintain these insurance overages during the entire term of the Contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**INSURANCE COVERAGES AND LIMITS REQUIRED:**

1. Worker's Compensation - Statutory requirements and benefits.
2. Employers Liability - \$100,000.
3. Commercial General Liability - \$500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Commonwealth of Virginia must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.
4. Automobile Liability - \$500,000 - Combined single limit. (Only used if motor vehicle is to be used in the Contract.)

**O. DRUG-FREE WORKPLACE**

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor, the employees of who are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

**P. NONDISCRIMINATION OF CONTRACTORS**

An Offeror or Contractor shall not be discriminated against in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this Contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this

Contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

**Q. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION**

**1. Ordering Methods**

The Commonwealth requires Contractor(s) to accept orders via the eVA ordering system. Contractors will also have a local Virginia telephone number, or a toll free (800) number, or agree to accept collect calls. Each Authorized User is responsible for placing its own orders, which may be accomplished by written purchase order, telephone, fax or computer on-line systems. The Contractor shall also provide customized websites to enable online orders by institutions of higher education, local and municipal governments.

**2. eVA Plan**

The Offeror shall provide, in addition to the signed Traders Purchase Agreement, a detailed plan outlining their current eVA status, time needed to complete implementation, requirements, anticipated delays and overall proposed plan.

**R. eVA BUSINESS-TO-GOVERNMENT PROGRAM**

**A. VENDOR REGISTRATION**

The eVA Internet electronic procurement solution, web site portal [www.eva.state.va.us](http://www.eva.state.va.us), streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service, and complete the Ariba Commerce Services Network registration.

Vendors are strongly encouraged to register prior to submitting a Proposal or offer. Failure to register will result in the Proposal being found non-responsive and rejected. All vendors must register in both the eVA and the Ariba Commerce Services Network Vendor Registration Systems.

1. eVA Basic Vendor Registration Service: \$25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Basic Vendor Registration Service includes electronic orders receipt, vendor catalog posting, on-line registration, and electronic Proposal notice, as they become available.
2. eVA Premium Vendor Registration Service: \$200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is \$500 per order. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments, and ability to research historical procurement data, as they become available.
3. Ariba Commerce Services Network Registration. The Ariba Commerce Services Network (ACSN) registration is required and provides the tool used to transmit information electronically between state agencies and vendors. There is no additional fee for this service.

**S. eVA BUSINESS-TO-GOVERNMENT CONTRACTS**

The eVA Internet electronic procurement solution, web site portal [www.eva.state.va.us](http://www.eva.state.va.us), streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Failure to comply with the requirements in a. and b. below will be just cause for the Commonwealth to reject your Proposal/offer or terminate this contract for default.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

- a. Submit a fully executed American Management Systems, Inc., (AMS) Trading Partner Agreement, a copy of which can be accessed and downloaded from <http://learnabouteva.dgs.state.va.us/Supplier/files/TPA110402.pdf> [www.eva.state.va.us](http://www.eva.state.va.us). AMS is the Commonwealth's service provider to implement and host the eVA e-procurement solution.
- b. Provide an electronic catalog (price list) for items awarded under a term contract. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from [www.eva.state.va.us](http://www.eva.state.va.us).

## VI. SPECIAL TERMS AND CONVITAIONS

### A. CONTRACT TERM

The initial contract term will be for a two (2) year period and may be renewed by the Commonwealth for four (4) successive one-year periods under the terms and conditions of the original contract. Written notice of the Commonwealth's intention to renew will be given approximately 60 days prior to the expiration date of each contract period. All Orders and related documents shall survive the period of performance stated in this section until such time as all Orders (executed prior to the expiration date of the Contract) have been completely performed.

### B. CONTRACTUAL DISPUTES

In accordance with Section 2.2-4363 of the *Code of Virginia*, Contractual claims, whether for money or other relief, shall be submitted in writing to the purchasing agency no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given to such purchasing agency at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The purchasing agency shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.

The Contractor may not invoke any available administrative procedure under Section 2.2-4365 of the *Code of Virginia* nor institute legal action prior to receipt of the purchasing agency's decision on the claim, unless that agency fails to render its decision within thirty (30) days. The decision of the purchasing agency shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Section 2.2-4364, *Code of Virginia* or the administrative procedure authorized by Section 2.2-4365, *Code of Virginia*.

The Virginia Information Technologies Agency, its officers, agents and employees, are executing this Agreement and any orders issued hereunder, solely in its or their statutory and regulatory capacities as agent for the Commonwealth agency purchasing and receiving the goods or services to this Agreement or on any subsequent order thereto and need not be joined as a party to any dispute that may arise hereunder.

In the event of any breach by the Commonwealth, Contractor's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this section. In no event shall Contractor's remedies include the right to terminate any license or support services hereunder.

**C. AVAILABILITY OF FUNDS**

It is understood and agreed between the parties herein that the Commonwealth shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

**D. PRIME CONTRACTOR RESPONSIBILITIES**

The Contractor shall be responsible for completely supervising and directing the work under this Agreement and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The Contractor agrees that he is fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

**E. CONTRACTOR RECORDS**

All Contractual books, records and other documents related to matters under this Contract shall be made available by Contractor to the State and its designated agents for a period of three (3) years after final payment for purposes of audit and examination.

**F. ORDER CHANGES**

Any changes to be made once an order has been provided to the Contractor must be made between the User and the Contractor. Both parties shall agree in writing to any changes in the scope of work and any increase or decrease in Alert and notification services that may result as a consequence of the changes. **No order changes may be made verbally. Only the User has the right to issue a change to any order.**

**G. SMALL BUSINESSES, WOMEN AND MINORITY-OWNED BUSINESSES, (SWAM)**

Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor shall give full and fair consideration to small businesses, women and minority-owned businesses. When such business has been subcontracted to these firms, the contractor agrees to furnish the agency Contract Administrator purchasing office with quarterly reports that includes the following information: name of SWAM owned subcontracted firm, contact name and phone number, total dollar amount subcontracted and type of product/service provided by the subcontracted firm.

**H. ASSIGNMENT OF CONTRACT**

Upon written notification to Contractor, VITA or any successor Agency or Organization may assign any resulting contract to this solicitation with all obligations and duties there under to any public or private entity. In the event of such assignment, VITA or its successor, as the case may be, shall no longer be a party to, nor have any further rights or obligation under the resulting contract.

**I. LIMITATION OF LIABILITY**

To the maximum extent permitted by applicable law, the Contractor's liability under this contract for loss or damages to government property caused by the use of any defective or deficient product and/or services delivered under this Contract shall not exceed the greater of ***\$1,000,000 dollars or two times the total amount of the affected order to be paid to the Contractor resulting from a statement of work (SOW) under this contract as of the date of the event or circumstance giving rise to Contractor's liability.*** The Contractor will not be liable under this contract for any indirect, incidental, special or consequential damages, or damages from loss of profits, revenue, data or use of the supplies, equipment and/or services delivered under this contract. The above limitation of liability is per incident. The limitation and exclusion of damages in the foregoing sentences will not apply, however, to liability arising from: (a) personal injury or death; (b) defect or deficiency caused by willful misconduct or willful negligence on the part of the contractor; or (c) circumstances where the contract expressly provides a right to damages, indemnification or reimbursement.

**J. LIMITATION OF COST**

The User will not be obligated to reimburse the Contractor for equipment and or services in excess of the fee set forth in the contract, or approved at time of order.

**K. CANCELLATION OF CONTRACT**

The Commonwealth reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the Contractor. In the event the initial contract period is for more than 24 months, the resulting contract may be terminated by either party, without penalty, after the initial 24 months of the contract period upon 30 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation. Payment will be made by the Commonwealth to the Contractor for services provided as of the effective cancellation date.

**L. PRICE ESCALATION/DE-ESCALATION**

The Commonwealth, in its sole option, may permit fee adjustments at the end of the initial 24 month contract period, and each successive 12 month renewal period, when a request is supported by documentation verifying that it is due to changes in the Contractor's cost of equipment and services in accordance with industry standards.

Any approved fee changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The Contractor shall document the amount and the proposed effective date of any general change in the price of services. Documentation shall be supplied with the Contractor's request for increase which will: 1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth; and (2) verify the amount of percentage of increase which is being passed on to or by the Contractor and why the percentage of increase is necessary to supply contract equipment and services to the Commonwealth. The Contractor is further



advised that decreases which affect the cost of services are required to be communicated and effective immediately to the Commonwealth.

**M. SOFTWARE UPGRADES**

The Commonwealth shall be entitled to any and all upgraded version of the software covered in the contract that becomes available from the contractor. The maximum charge for upgrade shall not exceed the total difference between the cost of the Commonwealth's current version and the price the contractor sells or licenses the upgrade software under similar circumstances.

**N. OWNERSHIP OF INTELLECTUAL PROPERTY**

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of the awarded contract shall become the sole property of the Commonwealth. On request, the contractor shall promptly provide an acknowledgement or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

**O. INDUSTRIAL FUNDING ADJUSTMENT**

The Contractor shall pay VITA an Industrial Funding Adjustment (IFA). It is the intent of the Commonwealth to capture 2% of all sales, including temporary reduced pricing, under this Agreement. The Contractor shall monthly remit the 2% IFA to the VITA Controller and in addition shall provide a copy (not actual check) of the submitted check to the VITA Contract Administrator within the first ten (10) calendar days of the following month. The IFA equals two percent (2%) of the total monthly Commonwealth sales. VITA may, at its discretion, agree to an electronic funds transfer in lieu of a check; however, in the absence of an express written agreement from VITA that validates agreement then the payment shall be made by check and made payable to the VITA Controller. The IFA amount due shall be paid by check with identification of "Contract number", "report amounts", and "report period", on either the check stub or other remittance material.

If the full amount of the IFA is not paid within 30 calendar days after the end of the applicable reporting period, it shall constitute a Contract debt to the Commonwealth of Virginia, and the State may exercise all rights and remedies available under law. Failure to submit sales reports, falsification of sales reports, and or failure to pay the IFA in a timely manner may result in termination or cancellation of this Contract and the Contractor held in default.

## VII. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

### 1. General Instructions:

- 1.1 RFP Response: In order to be considered for a contract award, Offerors must submit a complete response to this RFP. A complete proposal shall address in details, and be in full compliance with, each mandatory requirement.
- 1.2 Mandatory requirements, described by the words “**must**”, “**shall**” or “**will**” are such that cannot be waived, other than provided in this solicitation, and are not subject to modification or negotiation.
- 1.3 All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. Information that the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal, designated as “Additional Material”.
- 1.4 **Offerors must submit one (1) original proposal and five (5) identical hardcopies. In addition, each offeror must submit one (1) CD-ROMs with a complete copy of the response and all attachments and references. The electronic copy of the proposal response must either be in Microsoft WORD or Adobe PDF format. Attachments or reference material may be scanned images. Each hardcopy of a proposal should be bound or contained in a single volume where practical. All document submitted with the proposal should be contained in that single volume. Offerors may propose more than one solution, however each proposal must be complete and comply with all instructions of this RFP.**

**One copy each of the cost proposal(s) must be separately submitted in hardcopy and CD ROM. The cost proposals are NOT to be included in the technical hard copy response or the CD-ROM containing the technical response.**

- a) Proposals that skip sections or fail to detail compliance of mandatory requirements, may be rejected by VITA and consideration for an award terminated.
  - b) The phrase “Fully Comply” without a detailed explanation is unacceptable.
  - c) If unable to provide, do not omit section, state “Not Provided”
- 1.5 Late Proposals will be determined by the official time displayed in the VITA /ASD receptionist area.

- 1.6 All data, materials, and documentation originated and prepared for VITA pursuant to this RFP shall belong exclusively to VITA and be subject to public inspection, following the evaluation process, in accordance with the Virginia Freedom of Information Act.
- 1.7 Trade Secrets or Proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act. The Offeror must invoke the protection of § 2.2-4342F of the Code of Virginia, either before or at the time the data or other material is submitted. The proprietary or trade secret material submitted must be listed on Attachment – B and be identified by some distinct method such as highlighting or underlining on the page containing the information.

**THE CLASSIFICATION OF AN ENTIRE PROPOSAL DOCUMENT, LINE ITEM PRICES, AND/OR TOTAL PROPOSAL PRICES AS PROPRIETARY OR TRADE SECRETS IS NOT ACCEPTABLE AND WILL RESULT IN REJECTION OF THE PROPOSAL.**

- 1.8 Oral Presentation - . Oral presentations are an option of the Committee and may or may not be conducted. Oral presentations provide an opportunity for the Offeror to clarify or elaborate on their proposal. This is a fact finding and explanation session only and does not include negotiation. The sessions, if conducted, will be scheduled by VITA

## **2. Specific Proposal Instructions**

Offeror shall clearly and specifically identify the product being offered and enclose complete and detailed description literature, catalog cuts and specifications with the proposal to enable the committee to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the proposal to be considered non-responsive.

- 2.1 Proposals are to be as thorough and detailed as possible. Offerors are required to submit the following items as a complete proposal:
  1. Return all original pages of the RFP and amendments, if any are issued, signed, and placed in the front of the proposal.
  2. Company Data sheet
  3. A written narrative statement to include experience in providing the system, services and training as described herein
  4. Level of participation of small businesses and businesses owned by women and minorities (S-W-A-M). (See Attachment B)
  5. Proposed Prices.
- 2.2 Proposal should include a copy of all agreements and licenses to be signed

- 2.3 The Commonwealth encourages prospective contractors to establish strategic industry partnerships, and subcontracting relationships with other vendors, and stand-by providers, particularly small, minority, and women-owned businesses, to facilitate the equipment and services required for this project.

### **3. Company Data and References**

- 3.1 Provide an overview of the Offeror's firm. At a minimum, including the following information:
- Owners of the company.
  - Length of time in business providing type of system and service as proposed.
  - Management team supporting the proposed system
  - (Optional) Include the most current annual report of audited financial statements
  - (Optional) Provide a list of clients utilizing the proposed product or services.
- 3.2 Submit resumes, listing prior experience on similar projects and list of technical training certifications received for the personnel that will work on the initial installation, training and ongoing support of the proposed system.
- 3.3 Provide the names, addresses, telephone numbers, and contact persons of a minimum of three (3) customers for whom the offeror has installed and maintained like solutions of the size as that proposed. Include a brief description of the project, including system size, date of installation, etc

## **VIII. PROPOSAL EVALUATION AND AWARD PROCEDURE**

- a. Proposals will be evaluated and comparisons will be made to determine the Best Value, at the minimum cost, to the Commonwealth for all required equipment and services, in addition to other relevant factors.
- b. The relevant factors for determining Best Value shall be:
1. Available Product Suite Alert Solutions
  2. Variable and optional configurations available for the product
  3. Voice components and text messaging
  4. Licenses and Fee Structure
  5. General and Enhanced Available Support
  6. Hardware Cost
  7. 3<sup>rd</sup>. Party Software Costs
  8. Customization requirements and cost
  9. Optional discounts offered
  10. Ability to send alerts to “stand-by” providers

11. Installation/ Implementation Requirements
12. Order Form Templates
13. Standard Configuration Server Requirements
14. Available Design, Planning, Management and Assessment Support
15. Small, Women-owned and Minority Business participation

## IX. PRICING SCHEDULE

- A. The Commonwealth seeks solutions that offer pricing methodology that alleviates the requirement for VITA to pay the total cost at the beginning of the contract, or for the first initial agency(s) installing the system, to pay the total cost at the beginning of the contract term.

- B. Identify all software modules/products in your Alert and Notification Suite of products:  
(Title/Purpose/Function)

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

- C. Based on items identified in B above, provide the following information for the products required for the basic operation of your Alert Notification System:

1. License Levels

- a. \_\_\_\_\_ @ \$ \_\_\_\_\_ per: \_\_\_\_\_
- b. \_\_\_\_\_ @ \$ \_\_\_\_\_ per: \_\_\_\_\_
- c. \_\_\_\_\_ @ \$ \_\_\_\_\_ per: \_\_\_\_\_
- d. \_\_\_\_\_ @ \$ \_\_\_\_\_ per: \_\_\_\_\_

2. Discounts: \_\_\_\_\_ per \_\_\_\_\_

\_\_\_\_\_ per \_\_\_\_\_

\_\_\_\_\_

3. Hardware :

- a. \_\_\_\_\_ @ \$ \_\_\_\_\_  
b. \_\_\_\_\_ @ \$ \_\_\_\_\_  
c. \_\_\_\_\_ @ \$ \_\_\_\_\_

4. 3rd. Party Software

- a. \_\_\_\_\_ @ \$ \_\_\_\_\_  
b. \_\_\_\_\_ @ \$ \_\_\_\_\_  
c. \_\_\_\_\_ @ \$ \_\_\_\_\_

5. Primary Product Site Installation \$ \_\_\_\_\_ Secondary \$ \_\_\_\_\_

6. Redundant Backup Site \$ \_\_\_\_\_

7. Test Site \$ \_\_\_\_\_

8. Integration \$ \_\_\_\_\_ per \_\_\_\_\_

9. Training \$ \_\_\_\_\_ for \_\_\_\_\_ Days

10. Standard Maintenance Agreement \$ \_\_\_\_\_

Includes: \_\_\_\_\_  
\_\_\_\_\_

D. List any other required cost to the Commonwealth to access your Alert system

\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_

E. List any optional cost to the Commonwealth to access your Alert system

\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_

F. Attach a copy of any agreement/License the Commonwealth would be required to sign if a contract is awarded to your company.

ATTACHMENT A

**NOTICE OF INTENT TO PARTICIPATE**  
**in**  
**OPTIONAL PRE-PROPOSAL TELECONFERENCE**

---

**by**  
***COMMONWEALTH OF VIRGINIA***  
Virginia Information Technologies Agency  
**for**  
RFP No. 2004-181LB  
Statewide Alert Network System  
To be held  
March 30, 2004 10:00 AM

Please return this form via fax no later than 12:00 noon EST on **March 26, 2003** to LaVerne Branch at (804) 371-5969. Please note: You should return this form **only if you intend** to participate.

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Telephone: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Fax: \_\_\_\_\_

Indicate the names of up to 3 persons from your company who plan to participate during the pre-proposal Teleconference

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

**NOTE: YOU WILL BE CONTACTED WITH CALL-IN TELEPHONE NUMBER AND CODE**

## **ATTACHMENT B**

### **SMALL BUSINESS AND BUSINESSES OWNED BY WOMEN AND MINORITIES**

The following definitions will be used in completing the information required by one or more of the three categories of businesses contained in this Attachment as applicable to your firm: (1) Participation by Small Businesses; (2) Participation by Businesses Owned by Women; and (3) Participation by Businesses Owned by Minorities.

#### **DEFINITIONS**

**Period** is the specified 12-month period for which the information provided in this list is applicable and valid. The period will be specified as month and year.

**Firm Name, Address and Phone Number** is the name, address and business of minority-owned business with which the Offeror plans to involve in this contract, as applicable.

**Contact Person** is the name of the individual in the specified small business, women-owned business or minority-owned business who would have knowledge of the specified contracting and would be able to validate the information provided in this list.

**Type Goods or Services** is the specific goods or services the Offeror has contracted for from the specified small, women-owned or minority-owned business over the specified period of time or plans to use in the performance of this contractor, as applicable. The Offeror will asterisk (\*) those goods and services that are in the Offerors primary business or industry.

**Dollar Amount** is the total dollar amount (in thousands of dollars) the Offeror has contracted for or has done business with the listed firm during the specified period or plans to use on this contract, as applicable.

**%Total Company Expenditures for Goods and Services** is calculated by dividing the dollar amount of business conducted or contracted for with the indicated firm over the specified period by the total expenditure of the Offeror over the specified period for goods and services.

**% of Total Contract** is calculated by dividing the estimated dollars planed for the indicated firm on this contract by the total Offeror estimated price of this contract.

**Total Company Expenditures for Period** is the total of all company expenditures for the annual period requested, January 1, 2002 through December 31, 2002.



**PARTICIPATION BY SMALL BUSINESS**

- A. Offeror certifies that it ( ) is, ( ) is not, a small business concern. For the purpose of this procurement, a small business is a concern, including its affiliates, which is independently owned and operated, but is not dominant in the field of operation in which it is contracting and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria, as prescribed by the United States Small Business Administration.
- B. List Small businesses with which the Offeror has contracted or done business and dollar amounts spent with each of these businesses in the most recent 12 -month period for which data are available. Offerors are encouraged to provide additional information and expand upon the following format:

**PERIOD:** From: March 31, 2003 To: March 31, 2004

**TOTAL COMPANY EXPENDITURES FOR THIS PERIOD: \$** \_\_\_\_\_

Firm Name, Address & Phone No.	Contact Person	Type Goods/ Services	Dollar Amounts	% Total Co. Expenditures for Goods & Services

**PARTICIPATION BY SMALL BUSINESS**

(Continued)

- C. Describe Offerors plans to involve small businesses in the performance of this contract either as part of a joint venture, as a partnership, as subcontractors or as suppliers. Offerors are encouraged to provide additional information and expand upon the following format:

Firm Name, Address & Phone No.	Contact Person	Type Goods/ Services	Dollar Amounts	% Total Contract

**PARTICIPATION BY BUSINESSES OWNED BY WOMEN**

- A. Offeror certifies that is ( ) is, ( ) is not, a women's business enterprise or women-owned business. For the purpose of this procurement, a women-owned business is a concern that is at least 51 percent owned by a woman or women who also control and operate it. In this context, "control" means exercising the power to make policy decisions, and "operate" means being actively involved in the day-to-day management.
- B. List businesses owned by women with which the Offeror has contracted or done business and dollar amounts spent with each of these businesses in the most recent 12-month period for which data are available. Offerors are encouraged to provide additional information and expand upon the following format:

**PERIOD:** From: March 31, 2003 To: March 31, 2004

**TOTAL COMPANY EXPENDITURES FOR THIS PERIOD: \$** \_\_\_\_\_

Firm Name, Address & Phone No.	Contact Person	Type Goods/ Services	Dollar Amounts	% Total Co. Expenditures for Goods & Services

**PARTICIPATION BY BUSINESSES OWNED BY WOMEN**

(Continued)

- C. Describe Offerors plans to involve businesses owned by women in the performance of this contract either as part of a joint venture, as a partnership, as subcontractors or as suppliers. Offerors are encouraged to provide additional information and expand upon the following format:

Firm Name, Address & Phone No.	Contact Person	Type Goods/ Services	Dollar Amounts	% Total Contract

**PARTICIPATION BY BUSINESSES OWNED BY MINORITIES**

- A. Offeror certifies that is ( ) is, ( ) is not, a minority business enterprise or minority-owned business. For the purpose of this procurement, a minority-owned business is a concern that is at least 51 percent owned and controlled by one or more socially and economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background, or other similar cases. Such persons include, but are not limited to, Blacks, Hispanic Americans, Asian Americans, American Indians, Eskimos and Aleuts.
- B. List businesses owned by minorities with which the Offeror has contracted or done business and dollar amounts spent with each of these businesses in the most recent 12-month period for which data are available. Offerors are encouraged to provide additional information and expand upon the following format:

**PERIOD:** From: March 31, 2002 To: March 31, 2004

**TOTAL COMPANY EXPENDITURES FOR THIS PERIOD: \$** \_\_\_\_\_

Firm Name, Address & Phone No.	Contact Person	Type Goods/ Services	Dollar Amounts	% Total Co. Expenditures for Goods & Services

**PARTICIPATION BY BUSINESSES OWNED BY MINORITIES**

(Continued)

- C. Describe Offerors plans to involve businesses owned by minorities in the performance of this contract either as part of a joint venture, as a partnership, as subcontractors or as suppliers. Offerors are encouraged to provide additional information and expand upon the following format:

Firm Name, Address & Phone No.	Contact Person	Type Goods/ Services	Dollar Amounts	% Total Contract